

Town of Warrenton, Virginia

Request For Proposal

Classification and Compensation Study

RFP Number: #03-004

Closing Date: Friday, October 25, 2002 at 2:00 PM

All proposals must be received by the closing date and time to be considered responsive.

One (1) original and four (9) copies of the RFP's shall be mailed or delivered to:

***Town of Warrenton
Purchasing Agent
18 Court Street
P.O. Drawer 341
Warrenton, Virginia 20188***

All inquiries for information regarding procurement procedures, selection criteria, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Purchasing Agent
Telephone #(540) 347-1102
e-mail staff@ci.warrenton.va.us

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address:

Phone #: _____

Fax #: _____

Submitted by: _____ Date: _____

Printed name

FEIN/SSN: _____

Signature

CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION

SPECIFICATIONS

1. PURPOSE

To obtain a consulting firm having experience and qualifications in the area of local government personnel systems to review and revise the job descriptions, position classification schedule, pay plan and compensation programs for Town employees, along with written procedures for maintaining these plans. The Contractor maybe used in subsequent years after implementation of the program for various related services as the needs develop provided the Town of Warrenton, at its sole discretion, excercises an option to renew the contract negotiated.

2. GENERAL INFORMATION

The Town Of Warrenton, an area of four square miles with a population of 7,517, is surrounded by Fauquier County and serves as the County Seat of Fauquier. The Town Of Warrenton is located approximately forty-five miles southwest of Washington, DC.

The legislative and policy making body of the Town is the Mayor and the seven-member Town Council whose members are elected by ward and at-large for staggered four-year terms. The Town Council appoints the Town Manager who serves as Chief Administrative Officer. It is the Town Manager's responsibility to appoint the department heads. The Town currently employs approximately 97 full-time employees. Reference the attached sheets entitled "Position Roster & Salary Scale" for employee breakdown.

The Town conducted a comprehensive analysis of its classification and compensation plan in 1994, which was fully implemented in 1996. The Town believes that it is time for another study to see where it is in relation to other agencies and localities in the surrounding jurisdictions.

3. OBJECTIVES

DEVELOP A CLASSIFICATION PLAN FOR TOWN EMPLOYEES BY:

- 3.1 The validation and development of essential functions, duties, responsibilities, and requirements of work.
- 3.2 The preparation of new or revised class specifications that comply with the provisions of the Americans with Disabilities Act identifying essential and additional functions of each; identify competency and skill levels for all positions including basic skills in reading and computation.
- 3.3 The assignment of all positions to the appropriate classes in the revised classification structure. This portion of the study shall insure that department managers, supervisors and employees have ample opportunity to review changes in the job/position descriptions, description of classes of similar positions and assignment of positions to appropriate classes both existing and newly developed.
- 3.4 Conducting a survey of compensation and benefit practices for comparable positions in public and private employment in a predefined geographical area.
- 3.5 The development of a comprehensive pay plan, including implementation alternatives.
- 3.6 The preparation of recommended rules, policies, and procedures for administering the updated classification and pay plan.
- 3.7 Providing a copy of class specifications and job evaluation on compatible computer diskette for the client organization.

- 3.8 In evaluating positions and classes for internal worth purposes, a quantitative job evaluation system shall be used. This system must be fully understood by the Steering Committee so that it can be used by the Town for classification and pay administration purposes.

4. SCOPE OF SERVICES

The following scope of services includes the minimum expected activities to meet each of the objectives stated above.

4.1 Class Specifications

- 4.1.1 Contractor shall examine current classification and pay plans and the provisions of applicable laws, regulations, and procedures governing the plan.
- 4.1.2 The Contractor shall develop a comprehensive questionnaire to be completed by a random sample of employees from each category or position title. The Contractor shall meet with department official, supervisors, and employees to explain and distribute the questionnaires. In the case where there are a limited number of employees in a category or position title, then a questionnaire shall be completed by all employees in that category or position title. The questionnaires shall be presented to the Director of Human Resources.
- 4.1.3 From the data collected, the Contractor shall prepare written comprehensive class specifications which shall include, in some form, the following items: (1) a definition of the job class, (2) the essential functions of the job class, and (3) requirements of education, experience, knowledge, skills, abilities, licenses and legally valid physical requirements in compliance with the American with Disabilities Act (ADA). The Contractor shall review each specification for accuracy and completeness and be responsible for the typing and production of the class specifications. The Contractor shall develop and include in the proposal a plan, which outlines the methodology to accomplish this task.
- 4.1.4 During the course of the project and upon completion, the Contractor shall provide a complete listing of the allocation of job classes to salary range assignments. The listing will be sorted in the following ways: (1) alphabetical order by job class title, (2) in descending order by range, and (3) by old class title and new class title. These lists should be available at a minimum upon completion of the draft class specifications, when final allocations are made based on class specifications, at completion of the draft position evaluations and upon completion of the final printer evaluation assignments. A final group of all listings shall accompany the final report.
- 4.1.5 The Contractor shall first review all draft class specifications with the Director of Human Resources and the Steering Committee. The Contractor shall then distribute one copy of the draft specifications to department heads and one additional copy for the department head to distribute to employees within his/her department.
- 4.1.6 The Contractor shall meet with each department head and employees as necessary to resolve conflicts relating to the content of the class specifications and the allocation of positions to specific class titles. The Contractor shall provide forms for employee appeals regarding the proposed job class allocations and provide an evaluative written response to the employee for each such appeal.
- 4.1.7 The Contractor shall present the final class specifications and listing showing the recommended classification of each position to the Steering Committee for final approval. The entire process described in this section, including job analysis and interviewing procedures, shall be subject to the approval of the Director of Human Resources and Town Manager.

- 4.1.8 The Contractor shall provide all working papers, position questionnaires, survey data and related materials to the Director of Human Resources, and they will become the property of the Town upon completion of the project.
- 4.1.9 The Contractor shall develop class concepts, paying particular attention to providing career paths within the organization.
- 4.1.10 The Contractor shall provide the final version of all class specifications in electronic format (i.e., MS Word) after approval.

4.2. Compensation Plan

- 4.2.1 The Contractor shall conduct a thorough and in-depth survey of total compensation program, including wages, benefits and supplements through interviews; questionnaires from competing jurisdictions; and review of classifications and pay plans.
- 4.2.2 The Contractor shall identify and define benchmark classes for which comparative information will be sought. Benchmark classes shall meet the following criteria: they shall represent jobs that (a) can be defined precisely; (b) are found in substantial number in the labor market; and (c) have easily recognizable titles, e.g. administrative assistant, laborer, police officer.
- 4.2.3 Comparative information shall be sought from the following jurisdictions: Prince William County, Fairfax City, Arlington County, Fauquier County, Town of Purcellville, Town of Vienna, Town of Herndon, Town of Leesburg, City of Manassas, City of Fredericksburg, City of Manassas Park, Culpeper County, Town of Culpeper and the City of Alexandria.
- 4.2.4 The Contractor shall determine exempt-non-exempt status per the Fair Labor Standards Act of all positions included in the study and provide an action plan and budget estimates for any positions that may move from exempt to non-exempt status, or vice versa.
- 4.2.5 The Contractor shall tabulate, summarize, and analyze comparative compensation information obtained through the pay survey. Based upon this data and the comparative evaluations of the internal worth of classes of positions, prepare a recommended pay plan with rates and ranges for all classes taking into account grade, time in position and longevity, while addressing the problem of the current compression of pay grades. Contractor shall recommend such changes in pay as appear warranted by survey findings and develop recommendations for installations and continuing administration of the compensation plan providing several options. The Contractor shall supply information, which would enable the Town of Warrenton to phase in recommendations for the installation and continuing administration of the compensation plan providing several options. The Contractor shall supply information, which would enable the Town of Warrenton to phase in recommendations over a period of time.
- 4.2.6 The Contractor shall recommend recruitment/retention strategies or policies such as "signing bonuses" and "counter-offers" where appropriate.
- 4.2.7 The Contractor shall review current performance evaluation system and develop a performance evaluation tool if needed. This tool should allow for the use of varying performance measurements depending on the nature and scope of specific jobs. This system will include all procedures, documents and training materials related to job evaluation. In addition, training for management and key staff on the use of the job evaluation system shall be provided.
- 4.2.8 The Contractor shall recommend incentives and alternative reward strategies for individuals and teams.
- 4.2.9 The Contractor shall develop a comprehensive multi-media plan to communicate the process and progress of this project to the Steering Committee and Town Council. This includes

development of reports using PowerPoint presentation software so that both printed material and presentations using a projector can be generated.

- 4.2.10 The Contractor shall review the current Personnel manual and provide revisions where appropriate.
- 4.2.11 The Contractor shall prepare and present a range of compensation policy alternatives.
- 4.2.12 The Contractor may recommend existing software systems for integration with the Town's current AS/400 based software.
- 4.2.13 The Contractor shall provide ten (10) copies of the draft of the written report to the Director of Human Resources for review and approval.
- 4.2.14 The Contractor shall prepare and submit a final report, which describes the classification and pay plan and recommended implementation procedures and the procedures for the continuing maintenance and administration of the plan. The report shall describe the procedures followed in developing the plan, summarize, and explain proposed changes, including copies of all class specifications arranged by occupational groupings.
- 4.2.15 The Contractor shall present and explain the contents of the final report to various groups consisting of Town Manager, Human Resource Director; Senior Staff; Steering Committee, and Town Council. This will involve a minimum of five (5) special meetings. With the many different groups involved and varied schedules that these groups would normally meet, it should not be anticipated that these meetings can be coordinated to occur in a one or two day span.
- 4.2.16 The Contractor shall provide follow-up services for 20 percent of the positions studied after the program has been implemented.

5.0 Steering Committee and Department of Human Resources Involvement

- 5.1 During the course of the contract, the Contractor shall meet with a Steering Committee in developing the instrument, the process, and the recommendations. These meetings or work sessions are anticipated to occur monthly.
- 5.2 The Steering Committee shall be chaired by the Director of Human Resources and will be involved in the decision-making and review process throughout the project. At any point in the project, the Steering Committee will review the work of the Contractor to determine progress, identify problem areas, facilitate communication, and address any issue that needs attention.
- 5.3 The Contractor shall be expected to conduct sufficient focus groups, field audits, and administrative reviews to ensure the analysis of all jobs is accurate and valid.
- 5.4 The Contractor shall be available to meet with the Steering Committee when needed. The Contractor shall respond to questions in writing as needed; e.g., questions arising from quantitative evaluations, etc.

6.0 Bi-weekly Reports

The Contractor shall provide a brief bi-weekly written progress report to the Director of Human Resources, outlining the following information, as well as any additional information requested:

- The specific accomplishments achieved during the reporting period.
- The specific tasks completed pursuant to the provision of the contract and the completion of such tasks.
- The project completion dates for the remaining specific tasks required by the Contractor.

7.0 Benchmark Reports: Benchmarks of project completion are measured by the following deliverables:

- Completion of all department and employee interviews
- Results of data gathering phase (without substantial analysis)
- Draft of Preliminary Findings/Recommendations
- Final Report of Findings and Recommendations (report shall be presented to the Town Council to substantiate data and recommendations (10 copies to be provided)) to include:
 - Findings from evaluation of current systems
 - Recommendations for improved systems to include a Proposed Compensation Plan, a Proposed Evaluation System and Personnel Manual Revisions
 - Methodology for implementation and administration
 - Costs of the new systems

8.0 Meetings and Presentations: In addition to the monthly meetings with the Steering Committee; and the presentation of the final report to the various committees, the Contractor shall be expected to make a minimum of three (3) presentations to the Steering Committee. The Contractor initially will meet with the Steering Committee prior to report initiation to insure all issues are being correctly identified and addressed. The Contractor shall meet with the Steering Committee at the mid-point (to be determined by the Contractor) of report preparation to provide study updates and obtain Steering Committee input. The Contractor shall meet with the Steering Committee prior to report finalization to review any other issues.

9.0 The Contractor shall provide all necessary on-site training to insure that the staff of the Human Resources Department is adequately trained to implement and maintain the completed project, including software, if applicable.

5. SPECIAL TERMS AND CONDITIONS

- **QUESTIONS RELATING TO THE REQUEST FOR PROPOSAL.** Any questions concerning the content of this Request for Proposal or inquiry relative to interpretation of any portion of this Request for Proposal including specifications, language or drawings shall be made and requested of the Town, in writing, at least five (5) days before the Proposal opening date. No inquiries, if received within five (5) days of the date set for opening the Proposals, will be given any consideration. The Town shall provide any interpretation made to prospective Offerors in the form of an addendum to the Request for Proposal, which will be sent to all known prospective Offerors no later than three (3) days before the date set for opening of the Proposals. Oral answers from any source, shall not be authoritative or controlling.
- The Contractor and its staff are to be and shall remain an independent contractor with respect to all services performed under this RFP and subsequent Agreement.
- The Contractor shall defend, indemnify and hold harmless the Town of Warrenton, its officials, employees and agents, from any and all claims, causes of action, lawsuits, damages, losses or expenses, including attorney fees, arising out of or resulting from the Contractor's performance of the duties required under this RFP and subsequent contract, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting there from and is caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor.
- The Town will own and have a right to use, reproduce and modify as it desires any data, reports, analyses and materials which are collected or developed by the Contractor or his officials, employees and agents as a result of any contract entered into between the Town and the Contractor. The materials provided to the

Contractor by the Town are for use solely with respect to the consulting project and are not to be used by Contractor or Contractor's officials, employees and agents for any other purpose outside the scope of the work requested by the Town without specific written consent of the Town.

- This request for proposal does not commit the Town to award a contract, to pay any cost incurred in preparation of the proposal or to procure or contract services and supplies. All costs directly or indirectly incurred in response to the request shall be the sole responsibility of and shall be borne by respondents.
- This contract shall be for one (1) year from date of award and may be renewed for four (4) additional one (1) year periods at mutually agreed upon annual hourly fee schedules for additional related services that may develop.
- The Contractor shall be responsible for legally defending the system (if necessary) and will be paid on a daily rate for court appearances. All proposals must contain a specified daily rate for such services, which must be effective for at least a twelve-month period from the conclusion of the project.
- All clerical, technical and professional support not specified in the contract will be the responsibility of the Contractor.

6. SUBMISSION REQUIREMENTS

In order to be considered for selection, Offerors must submit a complete response to the RFP. One (1) original and nine (9) copies of each proposal must be submitted to the Purchasing Agent. The Offerors shall make no other distribution of the proposal. Copies of the proposal should be forward to:

Purchasing Agent
Town Of Warrenton
18 Court Streets, Warrenton, VA 20186

Or

P.O. Drawer 341, Warrenton, VA 20188
Phone 540-347-1102
Fax 540-349-2414
e-mail staff@ci.warrenton.va.us

All questions concerning the Request for Proposal should be directed in writing to the Purchasing Agent. The questions and the replies will be forwarded to all firms receiving a copy of this Request for Proposal.

7. PROPOSAL PREPARATION

- Proposals should be organized to include the following:
 - A cover letter with introduction and understanding of the project.
 - Non-collusion statement
- A brief history and experience of the company to include number of years in business, how long the company has served municipal clients, company size, and organization.
- The Offeror shall provide a reference list of former clients including public sector and governmental agencies having work forces in excess of 75 employees. Offerors not meeting this requirement must furnish details of how they expect to conduct a project of this magnitude, which exceeds any other projects they have formerly attempted.

- Explanation of the methodology, time frame, and plan for completing this project. The Offeror should provide in concise terms the methodology to be used to conduct job audits, to develop classification structure and to allocate classifications to specific ranges.
- Resume and qualifications of individuals whom will be working on this project and quantifiable previous "team" experience on projects of similar scope. Any deviations from this team must receive prior approval from the Steering Committee.
- The Town intends to award a lump sum or not to exceed hourly rate contract for this project. All costs to complete this project as described in Section 4. Scope of Services to be included. An itemization of costs must include, applicable hourly rates, training, travel and per diem, etc. The Offeror shall provide a breakdown of fees for each phase of the project. The Offeror shall include an hour fee schedule for additional services that may be requested at a later date that are not a part of this contract.
- A complete list of past and current contracts awarded during the past five years including the amount of the contract award and the actual amount paid elaborating on the reason for any differences. The Town is requesting this information to determine how complete firms have been in providing pricing information and how that pricing information related to actual expenses paid.
- Information, which the Offeror desires to present, that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- An authorized representative of the Offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

8. EVALUATION CRITERIA

Proposal will be evaluated by the Town Of Warrenton using the following criteria:

- Experience of Offeror in providing services described herein.
- Methodology, time frame, and plan for this project.
- Expertise, experience, and qualifications of the proposed "team" in providing requested services.
- References.
- Proposed cost.

9. INTERVIEWS (Optional)

The Selection Committee will rate each proposal and develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Selection Committee may conduct interviews with only the top ranked firms.

10. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror that in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Town may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, (Code of Virginia.) Should the Town determine in writing and in its sole discretion, that only one Offerors is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the contractor's proposal as negotiated.

The Town Of Warrenton expects to award a fixed price type of Contract in the form of the attached Town Of Warrenton Standard Contract for Goods & Services

11. PROCUREMENT TIMELINE

Listed below is the anticipated timeline for this project that may assist the offeror in understanding the process and the Town's anticipated date of award. All dates are approximate.

TIMELINE FOR PROCUREMENT OF THESE SERVICES	
TASK	MILESTONE
Issue RFP	September 27, 2002
Receive Proposals	October 25, 2002
Evaluate Proposals	October 30-November 8, 2002
Conduct Interviews (Optional)	Week of November 15, 2002
Award Contract	November 22, 2002

12.0 GENERAL TERMS AND CONDITIONS

- *Applicable Law and Courts:* Any contract resulting from this solicitation shall be governed in any respects by the laws of Virginia, and any litigation with respect thereto, shall be brought in the courts, resolved in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state, and local laws and regulations.
- *Ethics in Public Contracting:* The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all contracts solicited or entered into by the Town of Warrenton. By submitting their proposals, all offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- *Immigration Reform and Control Act of 1986:* By submitting their proposals, the offerors certify that they do not, and will not, during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- *Anti-Trust:* By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Town Of Warrenton all rights, title and interest in and to all causes of the action it may now have, or hereafter

acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Town Of Warrenton under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.

- *Payment to Subcontractors:*
 - A contractor awarded a contract under this solicitation is hereby obligated:
 - To pay the subcontractor(s) within seven (7) days of the consultant's receipt of payment from the Town Of Warrenton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - To notify the Town Of Warrenton and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Town Of Warrenton, except for amounts withheld as stated above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town Of Warrenton.
- *Qualifications of Bidders or Offerors:* The Town Of Warrenton may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to the Town Of Warrenton all such information and data for this purpose as may be requested. The Town Of Warrenton reserves the right to inspect offerors' physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town Of Warrenton further reserves the right to reject any proposal if the evidence submitted by or investigations of, such offeror fails to satisfy the Town Of Warrenton that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- *Assignment of Contract:* A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Town Manager.
- *Default:* In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town Of Warrenton, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Town Of Warrenton may have.
- *Non-Appropriation:* All funds for payments of items ordered under this agreement are subject to the availability of the Town Of Warrenton's appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event of non-appropriation of funds by the Town Of Warrenton for the items under this contract, the Town Of Warrenton will terminate this contract. Written notice will be provided to the contractor as soon as possible after Town Of Warrenton action is completed.
- *Anti-Discrimination:* By submitting their offer, offerors certify to the Town Of Warrenton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000 the provisions in A and B below apply:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, handicap, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

2. The contractor will include the provisions of 1.above in every subcontract or purchase order over \$20,000, so that the provisions will be binding upon each subcontractor or offeror.
- *Debarment Status:* By submitting their proposals, offerors certify that they are not currently debarred from submitting bids or proposals on contracts by the Town Of Warrenton, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Town Of Warrenton.
 - *Mandatory Use of Town Of Warrenton Form and Terms and Conditions:*
 - Failure to submit a proposal on the official Town Of Warrenton's form provided for that purpose, if attached to the RFP, may be a cause for rejection of the proposal. Return of the complete document is required. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Town Of Warrenton reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.
 - *Invoices:* Invoices for services ordered, delivered, and accepted shall be submitted by the contractor directly to the payment address shown on the contract. All invoices shall show the Town Of Warrenton RFP contract number.
 - *Payment Terms:* Payment shall be made within thirty-days (30) of acceptance of the invoice by the Town Manager.
 - *Disputes:* Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contractor from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment.
 - *Protest of Award or Decision to Award:* Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Purchasing Department no later than ten (10) days after the award announcement or the decision to award, whichever comes first. No protest shall claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.

- *Advertising:* In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Town Of Warrenton will be used in product literature or advertising. The contractor shall not state in any of the advertising or product literature that the Town Of Warrenton or any department of the Town Of Warrenton has purchased or uses its products or services.
- *Audit:* The contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Town Of Warrenton, whichever is sooner. The Town Of Warrenton, its authorized agents, and/or Town of Warrenton's auditors shall have full access to and the right to examine any of said materials during said period.
- *Availability of Funds:* It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- *Cancellation of Contract:* The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- *Indemnification:* Contractor agrees to indemnify, defend and hold harmless the Town Of Warrenton, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to the failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- *Insurance:* By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage as required at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED:

Commercial General Liability

Liability per year (aggregate)	\$2,000,000
Liability per occurrence	\$1,000,000
Medical Payments to Others	\$ 5,000
Products and Completed Operations	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Fire Legal Liability	\$ 50,000

Business Automobile Policy

Combined Single Limits	\$1,000,000
Medical Payments	\$ 1,000
Uninsured Motorist	\$1,000,000

Workers Compensation and Employers Liability

Statutory Coverage	Virginia
Coverage B Limits	\$100/\$500/\$100,000

Umbrella Liability

Limits Per Occurrence	\$1,000,000
Limits Per Year	\$1,000,000
Professional Liability	
Limits per Claim	\$5,000,000
Limits per Year	\$5,000,000

- *Subcontracts:* No portion of the work shall be subcontracted without prior written consent of the Town Manager. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Town Manager the names, qualifications, and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- *Official Not to Benefit:* Each offeror shall certify upon signing a proposal that, to the best of their knowledge, no Town Of Warrenton official or employee having official responsibility for the procurement transaction or member of his or her immediate family has received or will receive any financial benefit or more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the proposal or as soon thereafter, as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment or recession of the contract made, or could affect payment pursuant to the terms of the contract.
- Whenever there is reason to believe that benefit of the sort described in the paragraph above has been or will be received in connection with bid, proposal or contract, and that the contractor failed to disclose such benefit or has inadequately disclosed it. The Town Of Warrenton, as a prerequisite to payment pursuant to the contract, or any time, require the contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- In the event the Offeror has knowledge of benefits as outlined above, this information should be submitted with the proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the offeror shall address the disclosure of such facts to:

Town Of Warrenton
Town Manager
18 Court Street
P.O. Drawer 341
Warrenton, VA 20188

- The Request for Proposal Number should be referenced in the disclosure.
- *Late Proposals:* To be considered for selection, proposals must be received by Purchasing Agent by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine located in the Purchasing Department. Proposals received in the Purchasing Department after the date and hour designated are automatically disqualified and will not be considered. The Town Of Warrenton is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or any internal Town Of Warrenton mail system. It is the sole responsibility of the offerors to ensure that its proposal reaches the Purchasing Department by the designated date and hour.
- *Contract Inclusion:* The contents of the proposals submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the Town Of Warrenton.
- *Ownership of Documents:* Any reports, studies, photographs, negatives, or other documents prepared by the offeror in the performance of its obligations under this contract shall be the exclusive property of the

Town Of Warrenton, and all such materials shall be remitted to the Town Of Warrenton by offeror upon completion, termination or cancellation of this contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of offeror's obligations under this contract without the prior written consent of the Town Of Warrenton.

- *Proprietary Information Clause:* The following statement shall apply: "Ownership of all data, materials and documentation originated and prepared for the Town Of Warrenton pursuant to the RFP shall belong exclusively to Town Of Warrenton and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342 of the Code of Virginia, in writing, either before or at the time the data or material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal."

NON-COLLUSION STATEMENT

Must be submitted with response. Failure to submit may result in disqualification.

I state that I am _____ (title) of _____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the prices(s) and the amount of this bid/offer.

I state that:

1. The prices(s) and amount of this bid/offer have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid/offer, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder/offeror or potential bidder/offeror, and they will not be disclosed before opening.
3. No attempt has been made, or will be made to induce any firm or person to refrain from bidding on this contract or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid/offer of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____ (name of firm), its affiliates subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable or any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion, except as follows:

Involvement in the above activity does not prohibit the Town Of Warrenton from accepting this bid or awarding a contract; but this may be a ground for determining whether the Town Of Warrenton should decide to award a contract based on a lack of responsibility with respect to bidding on any public contract.

6. _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Town Of Warrenton in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Town Of Warrenton of the true facts relating to submission of bids for this contract.

Name and Company Position

Sworn to and subscribed before

Me this _____ Day of _____, 1999

Notary Public

My Commission Expires: _____

Town of Warrenton
Position Roster & Salary Scale
FY 2003

Grade	Position Title	Salary Range 07/01/2002
2	Laborer Cemetery Caretaker	\$20,301-31,554
3	Secretary I Motor Equipment Operator I Receptions/Records Clerk Utility Worker Meter Reader	\$21,320-33,134
5	Account Clerk Parking Enforcement Officer Secretary II	\$23,525-36,525
6	Motor Equipment Operator II Building Maintenance Mechanic Water & Wastewater Plant Mechanic Equipment Operator - Utilities	\$24,690-38,334
7	Water & Wastewater Plant Operator B	\$25,438-39,458
8	Firefighter	\$30,631-47,525
9	Senior Account Clerk Police Officer Crew Supervisor Operator/Lab Technician Automotive Mechanic Meter Reader Supervisor	\$28,600-44,387
10	Water/Wastewater Plant Technician Community Development Assistant	\$30,077-46,592
11	Police Corporal Chief Automotive Mechanic Water & Wastewater Plant Operator A	\$31,554-48,922
12	Public Utilities Technician Zoning Inspector Construction Inspector	\$33,134-51,355
13	Police Sergeant	\$34,798-53,955
14	Executive Secretary/Town Recorder Sr Construction Inspector/Building Official	\$36,525-56,618
16	Public Utilities Superintendent Public Works/Public Utilities Project Engineer	\$40,248-62,442
17	Water/Wastewater Treatment Superintendent	\$42,245-64,501
18	Deputy Finance Director Public Works Superintendent Police Lieutenant	\$44,387-68,827
22	Finance / Human Resources Director Economic Development Director Planning & Community Development Director Police Chief	\$53,955-83,678
23	Public Works & Utilities Director	\$56,618-87,880